

## **Exhibit D**

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**PROGRAM LETTER OF AGREEMENT  
PARTICIPATING INSTITUTION**

This **LETTER OF AGREEMENT** (hereinafter "Agreement") made and entered into this 1st day of July, 2011, by and between the Orthopaedic Surgery ("Program") at Palmetto Health ("Sponsoring Institution") and Dorn VA Hospital ("Participating Institution"), sets forth the terms and conditions under which residents enrolled in the Sponsoring Institution's (Palmetto Health) Residency Program will receive educational experiences and supervision through scheduled rotations at the Participating Institution.

**1. PROGRAM DIRECTOR**

The Sponsoring Institution has appointed David E. Koon, MD, as its qualified Program Director with overall authority and responsibility for the operation of the Program.

The Participating Institution has appointed John Eady, MD, as the qualified faculty (Site Director) who will assume overall supervisory, administrative, and educational responsibility for the resident(s) on rotation at the Participating Institution. This individual has been approved by the Program Director. In this capacity Site Directors are directly accountable to the Sponsoring Institution Program Director and will maintain open and effective communication on a regular basis. Additionally, other qualified members of the Medical Staff of the Participating Institution (the "Faculty") may participate in the education and supervision of residents while on rotation at the Participating Institution in accordance with the Bylaws, Rules, and Regulations of the Participating Institution and in furtherance of the Goals and Objectives of the Program while residents are on rotation at the Participating Institution.

**2. EDUCATIONAL GOALS AND OBJECTIVES**

The Participating Institution shall provide the resident(s) assigned to it with a variety of educational and training experiences as determined by the Program Director. The Goals and Objectives of the Scheduled Rotations at the Participating Institution include the following:

1. See Attachment B

**3. ROTATION SCHEDULES**

Representatives of the Program and the Participating Institution have mutually agreed upon a rotation schedule for resident(s) at the Participating Institution. This schedule is attached as Appendix A, which may be revised as needed upon mutual agreement.

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♦ PALMETTO HEALTH (803) 296-2100

**4. RESPONSIBILITIES OF ATTENDING PHYSICIANS**

**A. Teaching**

1. Attending physician will educate the rotating resident about the responsibilities, conditions and treatments typical to the area of their medical specialty.

**B. Supervision**

1. Attending physician is physically present and directly involved.

**C. Evaluation**

1. Must provide written evaluations of resident(s) on Program Director approved form within 2 weeks of rotation completion.

**5. FINANCIAL RESPONSIBILITY:**

While on rotation at the Participating Institution, the salary, fringe benefits, and professional liability insurance for the resident(s) will be the responsibility of the Sponsoring Institution; provided however, if applicable, and under separate agreement the Sponsoring Institution will receive reimbursement from the Participating Institution.

**6. POLICIES AND PROCECURES:**

The Participating Institution will provide the resident(s) with an appropriate orientation to its facility and all applicable rules and regulations including orientation to the risk of exposure to blood borne viral diseases such as HBV/HIV, to other communicable diseases; to chemical and other environmental hazards in compliance with federal hazard communications regulations; to fire safety procedures at Participating Institution and to provide basic training on the confidentiality and privacy requirements of the federal HIPAA law. While on rotation at the Participating Institution resident(s) will abide by applicable policies, procedures, rules and regulations of the Participating Institution; provided, however, all rotations must be consistent with the educational goals and objectives of the Program and the general policies and procedures of the Sponsoring Institution. Incidents that may require academic or disciplinary action will be referred back to the Sponsoring Institution via the Program Director and will be handled in compliance with academic or disciplinary policies of the Sponsoring Institution. Further, the educational experiences of the resident(s) while on rotation at the Participating Institution will be provided in a manner consistent with the applicable Accreditation Council for Graduate Medical Education (ACGME) Institutional, and Residency Review Committee (RRC) requirements (e.g. duty hours limits), and other federal, state and local laws, rules and regulations.

**7. TERM AND TERMINATION**

The Initial Term of the Agreement shall be for one (1) year beginning **July 1, 2011**, and ending **June 30, 2012**. This Agreement may be extended beyond the initial term upon the mutual written agreement of the parties. Either the Sponsoring Institution or the Participating Institution may terminate this Agreement, with or without cause, upon ninety (90) days prior written notice. Additionally, this Agreement may be immediately terminated by either the Sponsoring Institution or the Participating Institution if it is determined in reasonable good faith that the scheduled rotations are not meeting the established Goals and Objectives of the Program and/or the scheduled rotations are not in conformity with the requirements of the ACGME Institutional and RRC requirements or other applicable laws, rules, or regulations.

**8. MODIFICATION AND ASSIGNMENT**

Any modification to this Agreement must be in writing and requires the mutual written agreement of both parties. This agreement may not be assigned, in whole or in part, by either party.

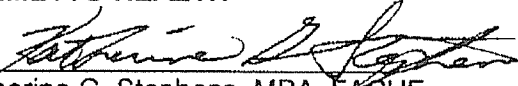
**9. GOVERNING LAWS**

This Agreement will be governed in accordance with the laws of the State of South Carolina, but Federal Law controls if there is a conflict.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date and year first above written.

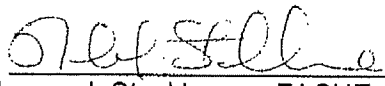
**SPONSORING INSTITUTION**

**PALMETTO HEALTH**

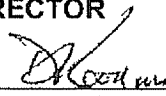
By:   
Katherine G. Stephens, MBA, FACHE  
Its: Vice President, Medical Education,  
Designated Institutional Official (DIO)

**PARTICIPATING INSTITUTION**

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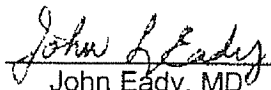
By:   
Rebecca J. Stackhouse, FACHE  
Its: Acting Medical Center Director  
Date: 6-24-11

**PROGRAM DIRECTOR**

By:   
David E. Koon, MD  
Date: 02 Jun 11

Address and Phone Number:  
803-776-4000 ext. 17982  
Dorn VA Hospital  
6439 garners Ferry Road  
Bldg 103 2<sup>nd</sup> floor room 2A 104  
Columbia, SC 29209

**PARTICIPATING SITE DIRECTOR**

By:   
John Eady, MD  
Date: 14 Jun 2011

**APPENDIX A**

RESIDENT NAME	START DATE	END DATE
Justin Hoover	07/01/2011	10/31/2011
Jennifer Wood	01/03/2012	05/01/2012
Kenneth Lindley	11/01/2011	01/02/2012
Greg Herzog	05/01/2012	06/30/2012
Justin Walker	07/01/2011	10/02/2011
William Whiteside	04/02/2012	06/30/2012
Harrison Goodno	10/03/2011	01/02/2012
Afraaz Irani	01/03/2012	04/01/2012

**Attachment B Goals and Objectives for Junior Orthopaedic Residents**

The goals and objectives for junior residents (PGY-1,2,3) on the Palmetto Health Richland rotation, Shriners Pediatric rotation, spine rotation, as well as the VA Hospital rotation include the following.

- (a) The resident will learn and adhere to the ethical guidelines for the practice of orthopaedic surgery as published by the American Medical Association and the American Academy of Orthopaedic Surgeons. The development of a caring concerned, capable physician is the most important ground work to be laid by junior residents in the beginning of their professional careers. Evaluation of these skills will be done using the six competencies.
- (b) He/She will develop a comprehensive reading schedule over a broad range of references. This schedule will include required reading for morning conferences as well as patient condition specific reading for operative cases, pre-op and post-op conferences. This reading will include references for morbidity and mortality conferences from an accepted current text on orthopaedic complications. Such a text presently is Complications in Orthopaedics by Epps. Since learning is primarily a continuing exercise in self study, residents are expected to demonstrate minimal reading requirements as well as their own research of pertinent associated current journal literature and Internet reference sites. Such sites include the Library of Congress, the American Academy of Orthopaedic Surgeons on line reference resources, and the Cochrane Study Site, as well as other resource reference material available in the department/resident library, hospital library, medical school library, and the University of South Carolina library.
- (c) The junior orthopaedic resident will respond appropriately to the direction and guidance of the senior residents, especially in the management and ward care of patients. Thorough familiarity with the medical status of all patients assigned to them on their service is a minimum level of professional competence. This competence includes the ability to cite literature resources pertinent to the patient's condition, basic laboratory data, including recent hematocrit and hemoglobin, vital signs, electrolyte studies, clotting studies, radiographic material, and wound status. The junior orthopaedic resident is expected to support the senior resident in care management of patients and willingly follow the attending's/senior resident's care management plan or provide a well reasoned and literature documented alternative care management plan for any area of concern to both the senior resident and the attending.
- (d) The junior resident, like all residents, is expected to attend all scheduled conferences, training sessions, and care management seminars held by the Department of Orthopaedics or Palmetto Health. Missing such conferences

**Attachment B Goals and Objectives for the VA Senior Orthopaedic Resident**

In addition to the continued demonstration of competency in the requirements of PGY 1-4 responsibilities in areas of patient care, administrative ability, interpersonal relationships, laboratory data generation/interpretation, the competencies of the practice of medicine, development of continuous reading habits, and self evaluation, the senior resident at the VA will demonstrate the following abilities during his/her tenure in this important learning experience.

1. The VA senior resident will demonstrate mastery of VA rules/regulations affecting the successful support and management of VA orthopaedic patients. This includes appropriate scheduling of operative procedures and requests for orthopaedic hardware (for example total joint prostheses and equipment, internal fixation devices and equipment, arthroscopic instruments and equipment). This mastery will also show appropriate consideration for cost effectiveness, quality assurance, and patient compatibility needs.
2. The VA senior resident will exhibit mastery of supervision of junior residents, medical students, ancillary health care personnel education/support who rotate on the orthopaedic service at the Dorn VA Hospital. Such mastery will include the appropriate supervision and education of more junior personnel in the appropriate and timely completion of medical records, the proper completion of appropriate documents, and the appropriate/cost effective utilization of laboratory, prosthetic, physical therapy/occupational therapy services for VA patients, and appropriate competencies evaluations of junior residents.
3. The VA senior resident will exhibit mastery in the appropriate utilization of consultations, for patient needs as well as VA requirements.
4. The VA senior resident will exhibit mastery in the appropriate use of, as well as response to, consultations and will act as a role model for more junior residents and/or other medical personnel rotating on the VA orthopaedic service.
5. The senior VA resident will exhibit mastery in the diagnosis, interpretation, and management of common metabolic bone disease (osteoporosis, osteomalacia, primary and secondary hyperparathyroidism), Paget's disease, and metastatic bone disease. He/she will also be able to successfully teach these principles to more junior residents/medical students/medical health care personnel.
6. The senior VA resident will exhibit mastery in his/her ability to identify and teach the basic principles of biomechanics affecting bone and musculoskeletal soft tissues to junior residents.



7. The senior VA resident will be thoroughly familiar with the status of all patients on his/her service throughout his/her tenure at the VA.
8. The VA senior resident will provide to the attending physician a well reasoned primary and alternative care plan for each patient on his/her service which fits each patient's care needs. Such plans must be based on sound principles, literature research, appropriate evaluation of the involved patient, and the patient's enlistment in the process.

The senior resident's performance in these specific areas will be assessed by the orthopaedic staff attendings at University Orthopaedics during each periodic review. Additional information will be sought by the Chairman of the Department of Orthopaedics from other sources within the VA system to assess the senior resident's success in completing these goals. Appropriate sources will be the senior administrative staff of the VA Hospital, including the Chief of Staff, the director of operating room services, and the outpatient clinic coordinator for orthopaedics.

Should a resident not attain the goals outlined above the resident will be given an opportunity to achieve competency before being promoted to a higher level. This action may necessitate reporting the resident's progress to the Graduate Medical Education Committee for their review. If the resident does not successfully demonstrate a satisfactory performance with repeated effort, he/she will again be presented to the Graduate Medical Education Committee for appropriate disposition.

**(See Attachment IV -- VHA Resident Supervision Handbook)**

